

**SETTLEMENT AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH
COUNTY AND PATRICIA TREJO**

This Settlement Agreement ("Agreement") is made, effective this 30 day of April 2019, between **PATRICIA TREJO** and **The School Board of Palm Beach County, Florida** (hereinafter "THE SCHOOL DISTRICT").

WHEREAS, PATRICIA TREJO is currently employed by THE SCHOOL DISTRICT as a Program Planner; and

WHEREAS, PATRICIA TREJO initiated litigation against THE SCHOOL DISTRICT in the Circuit Court of the Fifteenth Circuit in and for Palm Beach County, Florida (Case No. 502018CA015224XXXXMB/AN) and EEOC Charge No. 510-2019-00198;

WHEREAS, the Parties desire an amicable and full resolution of PATRICIA TREJO's claims with respect to this complaint and her EEOC Charge;

WHEREAS, PATRICIA TREJO agrees that this Agreement resolves and waives any and all potential or actual claims she may have against THE SCHOOL DISTRICT in any legal forum or otherwise with regard to her employment with THE SCHOOL DISTRICT stated above;

WHEREAS, the Parties agree that this Agreement acts as an automatic dismissal (as moot) of all motions pending with the Court as well as the EEOC charge;

NOW, THEREFORE, in consideration of the following covenants and promises, the undersigned Parties to this Agreement intend to be legally bound and agree as more specifically set forth below:

TERMS

1. All of the above statements are true and correct to the best of the Parties' knowledge and beliefs.
2. **School Board Approval.** PATRICIA TREJO understands that this Agreement does not become final or binding until approved by The School Board of Palm Beach County, Florida at the first available regularly scheduled Board meeting on or about May 8, 2019, in keeping with the provisions of Florida Sunshine Law.
3. **Original Documents.** PATRICIA TREJO will immediately provide THE SCHOOL DISTRICT with three (3) fully executed originals of this Agreement.
4. **General Release.** PATRICIA TREJO, being of lawful age, and for consideration received from or on behalf of THE SCHOOL DISTRICT, unconditionally and irrevocably agrees to release, acquit, satisfy and forever discharge THE SCHOOL DISTRICT, the elected members of the School Board, the Superintendent of Schools, the General Counsel, and attorneys providing district representation, each and every one of THE SCHOOL DISTRICT'S former and current officers, agents, attorneys, employees and officials (whether elected or appointed) -- in both their official capacities and as individuals -- and their successors and assigns, from any and all manners of action and actions, cause and causes of action, unfair labor practice charges, grievances, claims of employment discrimination, claims of retaliation, any tort claim(s), any and all anticipated or possible litigation, any claims under the Public Employees Relations Act, any claims under Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, any claims under Sections 1981 through 1988

of Title 42 of the United States Code, any claims under the Americans with Disabilities Act Amendments Act, any claims under the Fair Labor Standards Act, any claims under Florida's Civil Rights Act of 1992, any claims under the Age Discrimination in Employment Act, any claims under the Older Workers Benefits Protection Act, any claims under the Equal Pay Act, any claims under the Family Medical Leave Act of 1993, any claims under the Florida Educational Equity Act, any claims under any state or federal whistle blower statutes or provisions, any claims under any federal, state or local, civil or human rights law or any other federal, state or local law, regulation or ordinance and demands whatsoever, in law or in equity, which PATRICIA TREJO, now has, or hereafter can, shall or may have against THE SCHOOL DISTRICT for reason of any matter, cause or thing whatsoever from the beginning of her employment until today, including, but not limited to, any and all matters arising out of or even arguably involving employment with THE SCHOOL DISTRICT, as well as all issues involving the negotiation and execution of this Agreement. Nothing in this Agreement waives Ms. Trejo's vested pension benefits or accrued leave benefits.

5. **Acknowledgement of Waiver.** PATRICIA TREJO acknowledges that the general release also bars any claim or demand for costs, fees or other expenses including attorneys' fees incurred or claimed in connection with any of the claims referenced in the general release.
6. **No Liability.** THE SCHOOL DISTRICT does not admit any liability toward PATRICIA TREJO for any alleged acts or omissions. The parties understand that this Agreement is to be regarded as a "no-fault" settlement, and, as such, this Agreement is not intended and will not be construed to constitute an admission or statement by either party as to the validity or invalidity of any legal or factual contention advanced in this matter. This Agreement is not to be cited as evidence of discrimination or as background information in any other case or dispute involving THE SCHOOL DISTRICT or its employees.
7. **No Worker's Compensation Claims.** PATRICIA TREJO acknowledges that, as of the date of this Agreement, she did not suffer any occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled her to file a worker's compensation claim, whether temporary, permanent, partial or total.
8. **Payments, Consideration and Stipulation of Dismissal.** In consideration for PATRICIA TREJO's execution of this Agreement, the Parties agree to the following:
 - a.) PATRICIA TREJO will withdraw and dismiss *with prejudice* her lawsuit styled PATRICIA TREJO v. School Board, Case No. 502018CA015224XXXXMB/AN XXXXMB/AJ and her EEOC Charge No. 510-2019-00198.
 - b.) THE SCHOOL DISTRICT agrees to allow PATRICIA TREJO to finish the next two months of FY19 (May 9th –June 30th) in the Hispanic/Latino Studies position as "Principal on Assignment".
 - c.) THE SCHOOL DISTRICT agrees to pay to PATRICIA TREJO Eight Thousand Four Hundred Seventy-Four dollars (\$8,474.00) within twenty-one (21) calendar days of the full execution of this Agreement by all parties as back wages; less any applicable deductions.
 - d.) THE SCHOOL DISTRICT agrees that PATRICIA TREJO will be given a three-year contract as "Principal On Assignment for Hispanic/Latino Studies" effective July 1, 2019 – June 30, 2022.
 - e.) THE SCHOOL DISTRICT agrees that for FY19/20 PATRICIA TREJO'S salary will be One Hundred Three Thousand One Hundred Eighty-Six dollars (\$103,186.00) and all future raises over the next three (3) year period shall be equivalent to the raises given to Principals at her then evaluation level.
 - f.) PATRICIA TREJO will be given the same consideration as any other Principal on Assignment in the District with regard to Professional Development workshops offered to Principals.

9. **Adequate Consideration.** PATRICIA TREJO agrees that the consideration set forth above constitutes adequate and ample consideration for the rights and claims she is waiving under this Agreement, and for the obligations imposed upon her by virtue of this Agreement.
10. **Acknowledgements.** PATRICIA TREJO acknowledges that she has read and understands this Agreement and moreover she specifically acknowledges the following:
- a) That prior to executing this Agreement, she has received and has had sufficient time to review this Agreement;
 - b) That she has discussed this Agreement with legal counsel of her own choice and that she fully understands the terms of this Agreement (including the provisions contained in paragraphs numbered 4 and 12);
 - c) That she is knowingly, willingly, voluntarily and intelligently signing and agreeing to be legally bound by this Agreement; and
 - d) That in accordance with the Older Worker Benefit Protection Act (OWBPA), PATRICIA TREJO has twenty-one (21) days to consider the terms of this Agreement before signing. PATRICIA TREJO has also been notified that she has up to seven (7) days to revoke this Agreement after she has signed it. PATRICIA TREJO agrees that any modifications, martial or otherwise, made to this Agreement do not restart or affect in any manner the original twenty-one-day consideration period. If PATRICIA TREJO exercises this right of revocation, she will be ineligible for the settlement sum and other benefits described herein. To be effective, the revocation must be in writing and must be mailed, certified mail, return receipt requested to THE SCHOOL DISTRICT's counsel of record. *By signing this Agreement below, PATRICIA TREJO is hereby expressly waiving the twenty-one (21) day waiting period.*
11. **Additional Waiver.** PATRICIA TREJO understands that this Agreement is a release that precludes her recovery of any relief as the result of any charge, lawsuit, appeal or proceeding brought by or on behalf of PATRICIA TREJO arising out of her employment with THE SCHOOL DISTRICT and that by signing and agreeing to this Agreement, PATRICIA TREJO agrees to waive any potential filing or any current appeal regarding her employment with THE SCHOOL DISTRICT before any federal, state or local governmental agency, said claims to be voluntarily withdrawn/ dismissed with prejudice immediately by PATRICIA TREJO.
12. **Admissibility.** It is fully understood and agreed by the Parties that with the exception of the underlying facts associated with her employment with THE SCHOOL DISTRICT in this matter, that this Agreement is not and will not be admissible against THE SCHOOL DISTRICT in any legal and/or administrative proceeding, except in those proceedings that may arise to enforce any and all provisions of this Agreement.
13. **Enforceability.** In the event that litigation shall be necessary for the enforcement of this Agreement on behalf of either Party, then the prevailing Party shall be entitled to reasonable attorneys' fees and costs incurred in said litigation. Venue for said litigation shall be Palm Beach County, Florida and this Agreement shall be governed by the laws of the State of Florida.
14. **Severability.** Furthermore, it is fully understood and agreed by the Parties that if any provision of this Agreement or any part thereof, is rendered or declared invalid by any decree of court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.
15. **Full Integration.** This Agreement constitutes the entire understanding and agreement of the Parties. Therefore, there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those herein set forth.
16. **Modification, Amendments, Revocations.** Furthermore, the Parties hereby agree that any modification(s), amendment(s), and/or revocation(s) to this Agreement shall be entered and enforced only by written express consent of the Parties, their successors and/or assigns.

17. **Drafting Party.** This Agreement shall not be construed against the Party who drafted it in that the Parties including PATRICIA TREJO, as referenced in paragraph 10, have obtained legal counsel of their choosing to advise them regarding this Agreement.
18. **Non-disparagement.** The parties agree that they or their attorneys/representatives speaking on their behalf, will make no comments about the lawsuit, this Agreement, or the other party, directors, officers, agents or Executives, employees or otherwise which is intended, or reasonably expected to harm and/or disparage the other party's personal or professional reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other party.
19. **Hold Harmless Provision.** PATRICIA TREJO agrees that if it is later determined by the Internal Revenue Service that any additional taxes of any type should have been deducted from the payments she received pursuant to payments made under this Agreement, she will indemnify and hold THE SCHOOL DISTRICT harmless and assume any and all liability for any taxes, interest or penalties assessed against THE SCHOOL DISTRICT.
20. **Full Understanding.** The Parties have fully read, understood and considered all of the terms and provisions outlined in this Agreement and are therefore; mutually desire to enter into this Agreement in consideration for execution of this Agreement as outlined in the provisions stated specifically in paragraph 8.
21. A letter will be placed in **PATRICIA TREJO'S** employment file amending the non-reappointment letter indicating that "Upon further consideration and review, Mrs. Trejo will be transferred to Principal on Assignment for Hispanic/Latino Studies". This assignment would be effective from the date of the original letter. (Which was June 5, 2018)

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) at Palm Beach, County, Florida this

30 day of April, 2019.

THIS AGREEMENT is dated this 30 day of April, 2019 in Palm Beach County, Florida.

BY: 
PATRICIA TREJO

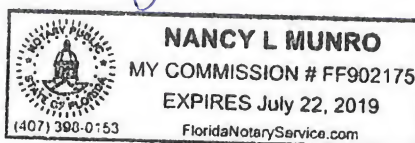
STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 30 day of April, 2019, before me personally appeared or provided sufficient identification appeared before me to be the person who signed the foregoing instrument, and after I have fully explained to her the nature and legal effect whereof acknowledge that she fully understands its content and meaning and duly executed same of her free act and deed and for the sole consideration therein express. Florida Driver's License No: T620-680-76-902-0

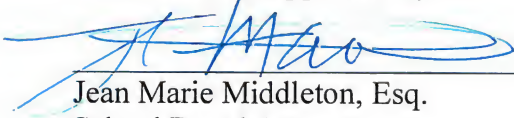
IN TESTIMONY THEREOF, I have unto set my hand and affixed my notary seal on the day and year first above written.

(SEAL)


NOTARY PUBLIC
MY COMMISSION EXPIRES:



Reviewed and Approved by:



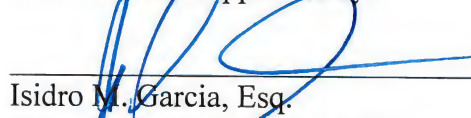
Jean Marie Middleton, Esq.
School Board Attorney
Witness:

Date: _____

Witness:

Date: _____

Reviewed and Approved by:



Isidro M. Garcia, Esq.
Attorney for PATRICIA TREJO
The School Board of Palm Beach County, Florida

By: _____
Frank A. Barbieri, Jr. Esq., Chair

Date: _____

Attest:

Dr. Donald E. Fennoy II, Ed.D.
Superintendent

Date: _____